

ESTTA Tracking number: **ESTTA498394**

Filing date: **10/05/2012**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91201649
Party	Plaintiff Peerless Media Ltd.
Correspondence Address	ANGELA SMALL BOOTH LAW OFFICES OF ANGELA SMALL BOOTH 9107 WISLHIRE BLVD STE 450 BEVERLY HILLS, CA 90210 UNITED STATES angie@angiesmall.org
Submission	Withdrawal of Opposition
Filer's Name	Angela Small Booth
Filer's e-mail	angie@angiesmall.org
Signature	/Angela Small Booth/
Date	10/05/2012
Attachments	Executed_Settlement.pdf (7 pages)(543921 bytes)

SETTLEMENT AGREEMENT

This Settlement Agreement ("**Agreement**") is entered into as of July 9, 2012 (the "**Effective Date**"), by and between **POLO LINE, INC.**, ("**Applicant**"), a Florida corporation and Peerless Media Ltd. ("**Peerless**"), a Gibraltar private limited company (hereinafter each also called a "**Party**," and collectively called the "**Parties**").

WHEREAS, Peerless is the owner of the family of trademarks which it uses including WORLD POKER TOUR, WPT WORLD POKER TOUR, WPT, WPTONLINE.COM, WPTONLINE.NET, WPT POKER CORNER, and WPT BOOT CAMP, which are registered in the United States, and in multiple countries throughout the world, for entertainment services related to exhibiting poker events, and related merchandising (the "**WPT Marks**"); and

WHEREAS, Applicant filed United States Trademark Application Serial Number 85/258,339 for an alleged mark consisting of the words WORLD POLO TOUR WPT (and Design), with design elements including a polo player riding a horse on a rectangular background (the "**WORLD POLO TOUR Mark**") as shown on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Peerless has filed a Notice of Opposition in the United States Patent and Trademark Office before the Trademark Trial and Appeal Board (Opposition No. 91201649) requesting that the WORLD POLO TOUR Mark be rejected; and

WHEREAS, the Parties have agreed to settle the dispute on the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Covenant by Applicant. Applicant covenants and agrees to abandon United States Trademark Application Serial Number 85/5258339, and not to now, or at any time in the future, use the WORLD POLO TOUR Mark or any similar mark, or the abbreviation "WPT" or any similar abbreviation, other than the mark attached hereto as Exhibit B, on or in connection with any Applicant owned, controlled, branded or produced product or service, including, but not limited to, any tournament, audiovisual work, non-broadcast event, merchandise, website, marketing or press material. Applicant covenants and agrees to remove any non-conforming materials from its website, merchandise, marketing and press materials no later than ten (10) days following the Effective Date. Applicant covenants and agrees that it shall not now or at any time in the future induce, allow or encourage others to use, or permit others within Applicant's direct or indirect control to use, the WORLD POLO TOUR Mark, the abbreviation "WPT" or any similar abbreviation or similar mark on or in connection with any Applicant owned, controlled, branded or produced product or service, including, but not limited to, any tournament, audiovisual work, non-broadcast event, merchandise, website, or marketing material. Applicant covenants and agrees that it shall not now or at any time in the future refer to itself as "WORLD POLO TOUR WPT" or "WPT".

Applicant covenants and agrees that it shall not now or at any time in the future induce, allow or encourage others to refer to Applicant as "WORLD POLO TOUR WPT" or "WPT," or permit others within Applicant's direct or indirect control to refer to Applicant as "WORLD POLO TOUR WPT" or "WPT". Applicant shall not adopt or attempt to register any mark including the terms "WORLD", "TOUR" or "WPT" in connection with any poker-related goods or services.

2. Covenant by Peerless. Peerless covenants and agrees to dismiss with prejudice Opposition No. 91201649, and not to further oppose the use or registration or seek to cancel any registration of the mark shown in Exhibit B, attached hereto and incorporated herein, so long as Applicant adheres to the covenants and agreements set forth in Section 1 above.

3. Cooperation by the Parties. The Parties agree to cooperate with each other in promptly completing all acts and executing all documentation necessary to effect the abandonment and dismissal within thirty (30) days from the Effective Date of this Agreement.

4. Covenant Regarding Past Damages. Peerless hereby covenants not to sue Applicant, its successors in interest, its past, present and future assigns, officers, directors, subsidiaries, affiliates, insurers and underwriters, or otherwise seek recovery from such parties, for "Past Damages" caused by the WORLD POLO TOUR Mark. For purposes of this Agreement, "Past Damages" shall mean any and all alleged damages that have accrued on account of any and all alleged trademark infringement claims that have arisen before the Effective Date, including for merchandise that has already been distributed for public use or sale.

5. Release. Peerless specifically releases, waives, and forever discharges Applicant, its successors in interest, its past, present and future assigns, officers, directors, subsidiaries, affiliates, insurers and underwriters, from any and all past claims, demands, actions, liabilities and causes of actions, of every kind and character, whether asserted or unasserted, whether known or unknown, suspected or unsuspected, in law or in equity, for or by reason of any matter, cause or thing whatsoever, which it ever had or now has against Applicant for, upon, or by reason of, any matter, cause or thing whatsoever prior to the Effective Date, relative to the USPTO opposition proceedings it initiated with respect to the WORLD POLO TOUR Mark, excepting only the obligations created by, and the representations, warranties and covenants made in this Agreement.

6. General Provisions.

6.1 Final and Binding Agreement. Each Party warrants, represents and agrees that it has made such investigation of all matters pertaining to this Agreement that such Party deems necessary, and does not rely on any statement, promise, or representation, whether oral or written, with respect to such matters other than those expressly set forth herein. Each Party warrants, represents, and agrees that it is not relying in any manner on any statement, promise, or representation, whether oral or written, made by any person or entity, not specifically set forth in this Agreement.


6.2 Warranty of Independent Advice. Each Party warrants and represents that it has received independent legal advice from such Party's attorney with respect to the rights and obligations arising from, and the advisability of executing, this Agreement.

6.3 Warranty of Due Authorization. Each Party warrants and represents that such Party is fully entitled and duly authorized to enter into and deliver this Agreement. In particular, and without limiting the generality of the foregoing, each Party warrants and represents that it is fully entitled to enter into the covenants and undertake the obligations set forth herein.

6.4 Compromise. The Parties agree that this Agreement is in compromise of disputes between them, and it shall not be considered as an admission of the truth or correctness of any allegation or claim against them, or of fault or liability by them, each Party denying any fault or liability by Applicant or Peerless, respectively.

6.5 Successors. This Agreement shall be binding upon and inure to the benefit of the future successors and assigns of each of the Parties.

6.6 Further Assurances. Each of the Parties, without further consideration, agrees to execute and deliver such other documents and take such other action as may be necessary to consummate more effectively the subject matter hereof.



6.7 Confidentiality. The Parties, on their own behalf and, where applicable, on behalf of their respective officers, directors, stockholders, employees, agents, representatives, successors, assigns and attorneys, agree that they shall maintain in confidence the terms and conditions of this Agreement, and the compromise and settlement effected hereby. No disclosure of this Agreement or the compromise and settlement effected thereby, shall be made by the Parties or their attorneys, accountants, investors or representatives of investors to any person or entity, except any disclosures compelled by judicial or other legal process or in the connection with the filing of tax returns. Prior to responding to any request or order by any court for disclosure of this Agreement and/or the compromise and settlement effected thereby, the Party to whom the request or order is directed shall promptly notify counsel for the other Party of such request or order and shall afford such Party opportunity to object to the request or order before responding thereto.

6.8 Authorization. Any individual signing this Agreement for or on behalf of an entity other than a natural person does by said signature warrant the he/she is duly authorized by said entity to undertake such action on its behalf, and that such signature is the valid and binding act of that entity.

6.9 Interpretation. This Agreement has been jointly negotiated and prepared by the Parties, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

6.10 Modification. This Agreement may not be amended, altered, modified or waived, in whole or in part, except in a writing executed by all the parties to this Agreement.

6.11 Severability and Enforceability. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

6.12 Waiver. The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

6.13 Attorneys' Fees. In any suit or other proceeding involving the enforcement of this Agreement, the prevailing party shall be entitled to, in addition to all other available relief, reasonable attorneys' fees in such amount as may be awarded by the court.

6.14 Headings. The subject headings used in this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provisions of this Agreement.

6.15 Notices. Any notices required or desired to be given hereunder shall be in writing and shall be served by United States Mail, overnight air courier service (such as Federal Express), or personal delivery as provided herein. Service of any notice upon a Party hereto shall be deemed complete on the day such notice is served by personal delivery during regular business hours (and shall be deemed complete on the following day if personally delivered after regular business hours), on the day following delivery of the notice to an overnight air courier delivery service with all costs fully prepaid, and on the third day following deposit of the notice in the United States Mail with postage thereon fully prepaid (unless sent by Express Mail overnight delivery, in which case service shall be complete on the day following deposit). In order to be effective, any notice must be served upon both the Party and the persons designated to receive a copy thereof at the addresses set forth below, unless a Party has given prior written notice of a change of person or address:

If to Applicant:

Polo Line, Inc.

920 LINDA Ct.

ROYAL PALM BEACH, FL 33411, USA

Attn: SEBASTIAN ANAYA

If to Peerless:

Peerless Media Ltd.
c/o WPT Enterprises, Inc.
1920 Main St., Ste. 1150
Irvine, CA 92614

Attn: Legal Department

6.16 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws provisions.


6.17 Exclusive Forum. The Parties agree that any dispute related to this Agreement must be venued in any court of competent jurisdiction in Orange County, California, and the Parties submit to the jurisdiction thereof.

6.18 Execution in Counterparts. This Agreement may be executed and delivered in any number of counterparts. When each Party has signed and delivered at least one counterpart to all other Parties, each counterpart shall be deemed an original and all counterparts, taken together, shall constitute one and the same agreement, which shall be binding and effective on the Parties hereto.

6.19 Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties with respect to the subject matter referred to therein. Any and all other representations, understandings, or agreements, whether oral, written, or implied, are merged into and superseded by the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have approved and executed this Agreement as of the Effective Date.


POLO LINE, INC.

By: 
Name: SEBASTIAN AMAYA
Title: DIRECTOR

PEERLESS MEDIA LTD.

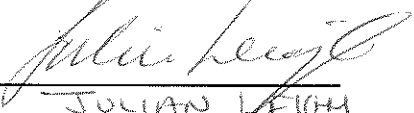
By: 
Name: JULIAN LEONG
Title: DIRECTOR

EXHIBIT A

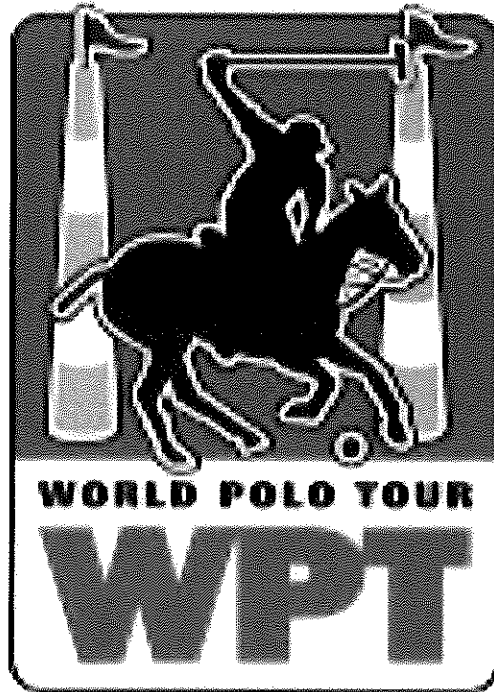
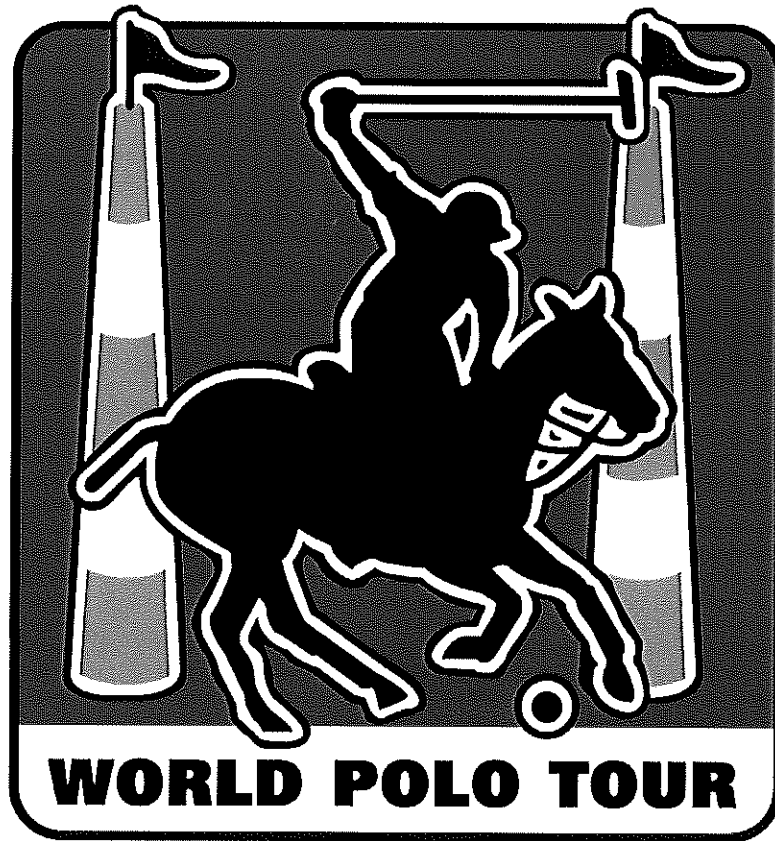


EXHIBIT B



WORLD POLO TOUR